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IDENTIFIERS	*Luzerne County Community College; National Faculty Association; Pennsylvania State Education Association

ABSTRACT

This agreement between the Luzerne County Community College and the Luzerne County Community College Association of Higher Education covers the 1973-74 year. The agreement includes the collective bargaining agreement, definitions, recognition, fair practices, conference, maintenance of membership, check-off, grievance procedure, rights of college, rights of association, teaching and time schedules, duties and responsibilities of the teaching faculty, extra-load and summer assignments, duties and responsibilities of counselors and librarians, evaluation of professional performance, personnel files, termination of services for cause, termination of services by retrenchment, determination of qualifications for teaching a specific subject, employment contract, promotion procedure, faculty salary provisions, fringe benefits, vacation leave of absence for 12-month employees, leave of absence for sickness, special leave of absence, maternity leave of absence, temporary leave of absence, military leave, outside employment, retirement, institutional representation and travel expenses, no strike-no lockout, and limitations on agreement. (Document is reproduced from best copy available). (MJM)

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1973-74

AGREEMENT

BETWEEN

LUZERNE COUNTY COMMUNITY COLLEGE

AND

LUZERNE COUNTY COMMUNITY COLLEGE ASSOCIATION OF HIGHER EDUCATION

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
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DATE: September 10, 1973

HE 005 573

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into this tenth day of September, 1973, by and between the LUZERNE COUNTY COMMUNITY COLLEGE, hereinafter referred to as the "COLLEGE", and the LUZERNE COUNTY COMMUNITY COLLEGE ASSOCIATION OF HIGHER EDUCATION, hereinafter referred to as the "ASSOCIATION".

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

A. COLLEGE - the Luzerne County Community College, its officers, its administrative staff, and its Board of Trustees.

B. ASSOCIATION - the Luzerne County Community College Association of Higher Education an affiliate of PAHE/NFA, PSEA/NEA, the faculty employees' organization.

C. FACULTY or FACULTY MEMBERS - those professional employees included in the appropriate bargaining unit set forth in Article I of this Agreement.

D. TEACHING FACULTY - those faculty members whose primary function is in-class teaching and excluding senior counselors and associate librarians.

E. AGREEMENT - the collective bargaining agreement negotiated between the COLLEGE and the Association.

F. BUDGET SUBMISSION DATE - May 31.

G. PRESIDENT - the President of Luzerne County Community College.

H. FACULTY COUNCIL - the Luzerne County Community College Faculty Council.

I. ADMINISTRATIVE STAFF - Management level employees, supervisors, and first level supervisors as referred to in Act 195.

J. ACT 195 - the Public Employee Relations Act of the Commonwealth

For the purposes of this Agreement, the following definitions shall apply:

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I. ADMINISTRATIVE STAFF - Management level employees, supervisors, and first level supervisors as referred to in Act 195.

J. ACT 195 - the Public Employee Relations Act of the Commonwealth of Pennsylvania, 1970

K. SENIORITY - will be determined from date on which the faculty member or teaching department chairman signed his original contract agreement or, in case of twelve (12) month employees, the date of initial employment if this should precede the initial contract signing date, less any days lost because of interruption of employment or for any other cause specified in this Agreement.

L. DEPARTMENT (OR DIVISION) CHAIRMEN - designation for those members of the professional staff who are in charge of the departments (or divisions) of the College, and such administrative assignments are in addition to their academic responsibilities.

At this time, the Pennsylvania Labor Relations Board (PLRB) has not yet made a decision as to whether or not the Department Chairmen are to be included in the ASSOCIATION bargaining unit. Because of this, the validity of the use of the term "department chairman" in this Agreement is dependent upon the PLRB s decision, and an addendum clarifying this situation will be attached to this Agreement at the appropriate time.

WITNESSETH:

WHEREAS, the parties to this agreement have a common goal of providing the best possible education for the students of Luzerne County Community College; and

WHEREAS, the parties have bargained collectively in good faith concerning wages, hours, and working conditions of the members of the faculty included within the purview of this Agreement and the parties have reached certain understandings and agreements; and

WHEREAS, the parties desire to incorporate their under-

those members of the professional staff who are in charge of the departments (or divisions) of the College, and such administrative assignments are in addition to their academic responsibilities.

At this time, the Pennsylvania Labor Relations Board (PLRB) has not yet made a decision as to whether or not the Department Chairmen are to be included in the ASSOCIATION bargaining unit. Because of this, the validity of the use of the term "department chairman" in this Agreement is dependent upon the PLRB's decision, and an addendum clarifying this situation will be attached to this Agreement at the appropriate time.

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WHEREAS, the parties have bargained collectively in good faith concerning wages, hours, and working conditions of the members of the faculty included within the purview of this Agreement and the parties have reached certain understandings and agreements; and

WHEREAS, the parties desire to incorporate their understandings and agreements and certain other matters into a

collective bargaining agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I

RECOGNITION

1.1 The COLLEGE hereby recognizes the ASSOCIATION as the exclusive representative for all the employees in a subdivision of the employer unit as comprised of all full-time professional employees, excluding Department (or Division) Chairmen, the Coordinator of Developmental Studies and also excluding supervisors, first level supervisors and confidential employees as defined in Act 195, for the purposes of collective bargaining, with respect to wages, hours, terms and conditions of employment in all matters within the scope of bargaining as set forth in Article VII of the "Public Employee Relations Act" of the Commonwealth of Pennsylvania.

ARTICLE II

FAIR PRACTICES

2.1 The COLLEGE shall not discriminate against any employee on the basis of race, color, creed, national origin, sex, marital status, residence, or membership in or association with the activities of the ASSOCIATION.

2.2 Both parties to this Agreement agree not to violate any of the other's constitutional rights as guaranteed by the Commonwealth of Pennsylvania and the United States Government.

ARTICLE III

CONFERENCE

3.1 The President of the College or his designated

employees, excluding department (or division) chairmen, the Coordinator of Developmental Studies and also excluding supervisors, first level supervisors and confidential employees as defined in Act 195, for the purposes of collective bargaining, with respect to wages, hours, terms and conditions of employment in all matters within the scope of bargaining as set forth in Article VII of the "Public Employee Relations Act" of the Commonwealth of Pennsylvania.

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ARTICLE III

CONFERENCE

3.1 The President of the College or his designated representative shall be available to meet with designated rep-

resentatives of the ASSOCIATION at mutually convenient times on reasonable notice for the purpose of discussing matters related to the implementation and administration of this Agreement.

ARTICLE IV

MAINTENANCE OF MEMBERSHIP

4.1 All employees within the bargaining unit covered by this Agreement who are members of the ASSOCIATION at the time this Agreement is ratified or who after become members thereof during the term of this Agreement must, as a condition of continued employment, retain their membership in the ASSOCIATION for the duration of this Agreement, provided that any such employee or employees may resign from such membership during a period of fifteen (15) days prior to the expiration of this Agreement.

ARTICLE V

CHECK-OFF

5.1 Upon receipt of a signed written authorization from an employee covered by this Agreement, the COLLEGE shall deduct the annual dues and assessments of the ASSOCIATION from the paychecks of said employee on a pro rata basis in accordance with the regular pay periods provided during the year. The amount of said deductions shall be pro-rated so that an equal deduction is made in each of said paychecks. An employee who is employed other than at the start of the school year and who executes a written authorization as above shall have the deductions made pro rata during the term of his employment through the termination date of this Agreement.

5.2 The formal authorization referred to above shall

this Agreement who are members of the ASSOCIATION at the time this Agreement is ratified or who after become members thereof during the term of this Agreement must, as a condition of continued employment, retain their membership in the ASSOCIATION for the duration of this Agreement, provided that any such employee or employees may resign from such membership during a period of fifteen (15) days prior to the expiration of this Agreement.

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5.2 The formal authorization referred to above shall be as substantially set forth in Exhibit "A" attached hereto.

5.3 The COLLEGE shall provide the ASSOCIATION with a list of those employees who have authorized the COLLEGE to make the deductions provided for herein. The COLLEGE, upon deduction of said dues and assessments, shall immediately transmit the monies by check to the treasurer of the ASSOCIATION. Said transmittal shall contain a list of all employees from whose salaries the deduction has taken place.

5.4 The authorization referred to above shall be irrevocable for the duration of this Agreement, providing that any such authorization may be revoked during the period commencing fifteen (15) days before the expiration of this Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Any complaint alleging a specific violation, misinterpretation, or improper application of the terms and conditions of this Agreement, or any complaint alleging arbitrary or discriminatory enforcement of the COLLEGE's rules and regulations related to wages, hours, terms, and conditions of employment shall be processed as a grievance under the terms, conditions, and provisions set forth herein.

6.2 A grievance may be filed by a faculty member, group of faculty members, or the ASSOCIATION.

6.3 First Step

The grievant within five (5) working days of the occurrence giving rise to the alleged grievance or within the five (5) working days of the date on which the grievant learned or should have learned of such occurrence, shall informally discuss the grievance with the appropriate dean or director.

6.4 Second Step

If the action taken at the First Step fails to resolve

such authorization may be revoked during the period commencing fifteen (15) days before the expiration of this Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Any complaint alleging a specific violation, misinterpretation, or improper application of the terms and conditions of this Agreement, or any complaint alleging arbitrary or discriminatory enforcement of the COLLEGE's rules and regulations related to wages, hours, terms, and conditions of employment shall be processed as a grievance under the terms, conditions, and provisions set forth herein.

6.2 A grievance may be filed by a faculty member, group of faculty members, or the ASSOCIATION.

6.3 First Step

The grievant within five (5) working days of the occurrence giving rise to the alleged grievance or within the five (5) working days of the date on which the grievant learned or should have learned of such occurrence, shall informally discuss the grievance with the appropriate dean or director.

6.4 Second Step

If the action taken at the First Step fails to resolve the grievance, the grievant may, within five (5) working days after the termination of the First Step, deliver a written

appeal to the Office of the President. The President or his designated representative shall, within ten (10) working days following the receipt of such written appeal, deliver an answer to the grievant. A copy of this answer shall also be delivered to the ASSOCIATION.

6.5 Third Step

If the action taken at the Second Step fails to resolve the grievance, the ASSOCIATION on behalf of the grievant may, within five (5) working days of the receipt of the written answer of the Second Step, submit the matter for binding arbitration by delivering written notice of such intent to the Office of the President.

6.6 Within ten (10) working days after such delivery of written notice of submission to arbitration, both parties will agree upon a mutually acceptable arbitrator. If both parties are unable to agree upon an arbitrator within the specified period, the parties shall notify the Pennsylvania Bureau of Mediation and the Bureau's procedure for arbitration proceedings, as referred to in Article IX, Section 903 of Act 195, shall be followed.

6.7 Failure of the grievant to appeal within the specified time limits as provided in the First, Second, and Third Steps shall mean the grievance has been abandoned by the grievant, and the grievance shall be deemed resolved in accordance with the last answer of the COLLEGE provided such answer is not in violation of the laws of the Commonwealth of Pennsylvania.

6.8 If the President or his designated representative does not answer the grievance within the specified time as provided for in the Second Step, then the grievance may be pursued at the next step provided for in this grievance procedure.

6.9 The grievant may be accompanied by a representative

the Office of the President.

6.6 Within ten (10) working days after such delivery of written notice of submission to arbitration, both parties will agree upon a mutually acceptable arbitrator. If both parties are unable to agree upon an arbitrator within the specified period, the parties shall notify the Pennsylvania Bureau of Mediation and the Bureau's procedure for arbitration proceedings, as referred to in Article IX, Section 903 of Act 195, shall be followed.

6.7 Failure of the grievant to appeal within the specified time limits as provided in the First, Second, and Third Steps shall mean the grievance has been abandoned by the grievant, and the grievance shall be deemed resolved in accordance with the last answer of the COLLEGE provided such answer is not in violation of the laws of the Commonwealth of Pennsylvania.

6.8 If the President or his designated representative does not answer the grievance within the specified time as provided for in the Second Step, then the grievance may be pursued at the next step provided for in this grievance procedure.

6.9 The grievant may be accompanied by a representative of the ASSOCIATION at any step of the grievance procedure; sub-

Act 195.

6.10 Time limits set forth in this Article may be extended by written agreement executed by both parties.

6.11 All meetings and hearings under this Article shall be conducted in private and shall include only such persons in interest and their designated or selected representatives.

6.12 The COLLEGE shall have the right to present grievances to the ASSOCIATION. The procedure for the presentation of said grievance shall begin with Step Two above, and the grievance procedure shall be appropriately modified for said purpose.

ARTICLE VII

RIGHTS OF COLLEGE

7.1 The COLLEGE hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred and invested in it by the laws of the Commonwealth of Pennsylvania.

7.2 The exercise of these rights, powers, authority, duties and responsibilities by the COLLEGE shall not be limited in any way except as specifically provided in the terms and conditions set forth in this Agreement.

ARTICLE VIII

RIGHTS OF ASSOCIATION

8.1 The ASSOCIATION shall be permitted to transact its business on College property, including regular and special meetings at reasonable times. Requests for use of rooms shall be made to the Assistant to the President, and rooms will be made available within the limitations of due consideration for

for said purpose.

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RIGHTS OF ASSOCIATION

8.1 The ASSOCIATION shall be permitted to transact its business on College property, including regular and special meetings at reasonable times. Requests for use of rooms shall be made to the Assistant to the President, and rooms will be made available within the limitations of due consideration for normal College operations.

8.2 The COLLEGE will allow the ASSOCIATION the privilege of using COLLEGE typewriters, ditto machines, adding machines, and audio-visual equipment, providing such equipment is not otherwise in use. The ASSOCIATION shall furnish its own supplies relative to the use of said equipment, and the ASSOCIATION shall be responsible for any damage or misuse resulting from said use. If the College policy is to charge for the use of its equipment, then the Association shall pay established, reasonable rates for such usage.

8.3 The ASSOCIATION shall have the right to post its official communiques on bulletin boards made available by the COLLEGE in the two faculty office areas and use the COLLEGE mail boxes for distribution of said communiques.

ARTICLE IX

TEACHING AND TIME SCHEDULES

9.1 The contractual term of appointment for each teaching faculty member for the year 1973-74 shall begin August 27, 1973 and terminate June 7, 1974. To the extent that it is reasonably possible, the following schedule will be maintained by each teaching faculty member each semester:

(a) Fifteen (15) semester-hours of assigned teaching at the main College location (classes involving laboratory or studio contact will be evaluated as equivalent to one-half of one contact lecture hour, i.e., one semester-hour of teaching credit for each two hours of laboratory);

(b) A minimum of fifteen (15) hours per week in the preparation and grading of learning assignments.

9.2 A member of the teaching faculty will not be required to carry additional hours of teaching in excess of a full-time

official communiques on bulletin boards made available by the COLLEGE in the two faculty office areas and use the COLLEGE mail boxes for distribution of said communiques.

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9.1 The contractual term of appointment for each teaching faculty member for the year 1973-74 shall begin August 27, 1973 and terminate June 7, 1974. To the extent that it is reasonably possible, the following schedule will be maintained by each teaching faculty member each semester:

(a) Fifteen (15) semester-hours of assigned teaching at the main College location (classes involving laboratory or studio contact will be evaluated as equivalent to one-half of one contact lecture hour, i.e., one semester-hour of teaching credit for each two hours of laboratory);

(b) A minimum of fifteen (15) hours per week in the preparation and grading of learning assignments.

9.2 A member of the teaching faculty will not be required to carry additional hours of teaching in excess of a full-time teaching load of fifteen (15) semester-hours.

9.3 Whenever possible a teaching faculty member's workload shall be scheduled to accommodate his attendance at graduate school.

ARTICLE X

DUTIES AND RESPONSIBILITIES OF THE TEACHING FACULTY

10.1 Under the general supervision of the Dean of Instruction, each teaching faculty member of the COLLEGE will carry out the following duties and responsibilities:

(a) teach organized courses in accordance with the descriptions published in the current College Catalog, and the designated course syllabi, and in accordance with the official schedule of classes;

(b) perform assigned consultation and scholastic advisement duties incident to student registration;

(c) maintain accurate scholastic and attendance records of students enrolled in his classes and submit required reports to the Dean of Instruction;

(d) submit reports on all students who are scholastically deficient to the Dean of Instruction in the manner and at the times designated by him;

(e) serve as a member of not more than one (1) Standing College Committee and not more than one (1) special committee and attend all meetings of same except for good cause;

(f) each Standing College Committee shall meet at least once per semester and will meet thereafter providing there is relevant business to be trans-

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(f) each Standing College Committee shall meet at least once per semester and will meet thereafter providing there is relevant business to be transacted as determined by its chairman, and the chairman of each committee as indicated in (e)

above shall report to the Dean of Instruction the names of the committee members present at and absent from each such meeting. At least two periods per week between 8:00 a.m. and 5 p.m., during which no classes should be scheduled, shall be provided for committee meetings.

(g) attend scheduled general faculty and departmental meetings and commencement exercises of the College with the provision that any academic attire necessary for commencement exercises will be furnished by the COLLEGE at no cost to the faculty member;

(h) recommend textbooks, changes in textbooks, and instructional media and equipment to the department chairman as the need arises;

(i) serve as a resource person to members of the counseling staff concerning academic needs of students and academic requirements in area(s) of professional specialization;

(j) maintain a minimum of five (5) appropriately scheduled office hours per work week, the schedule of which shall be appropriately posted;

(k) be available to teach not in excess of one (1) course starting after 5:20 p.m., unless otherwise agreed to in writing, as part of each regular semester's teaching assignment, as the need arises;

(l) and perform such other reasonable duties related to the foregoing as may be assigned by the Dean of Instruction.

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(j) maintain a minimum of five (5) appropriately scheduled office hours per work week, the schedule of which shall be appropriately posted;

(k) be available to teach not in excess of one (1) course starting after 5:20 p.m., unless otherwise agreed to in writing, as part of each regular semester's teaching assignment, as the need arises;

(l) and perform such other reasonable duties related to the foregoing as may be assigned by the Dean of Instruction.

10.2 Any faculty member who is appointed to and accepts a department chairmanship and thereafter returns to faculty member status shall resume all rights, privileges, and duties that he would have had if he had continued as a faculty member.

ARTICLE XI

EXTRA-LOAD AND SUMMER ASSIGNMENTS

11.1 Computation of semester-hours for extra-load compensation is based upon the same formula (see 9.1, a, above) used in determining the regular teaching load for full-time teachers. Each faculty member assigned teaching extra to his regular load shall be paid at the appropriate rate for his rank for the semester; however, such extra-load assignments shall not exceed one (1) course for each faculty member per semester.

11.2 Extra-load teaching assignments will be made on the basis of the following criteria:

(a) The faculty member's academic qualifications to teach the specific course;

(b) Of those qualified in (a) above, according to (1) seniority, (2) availability, (3) individual preference;

(c) Of those qualified in (a) above, a continuous rotation system will be established according to the criteria in (b) above, whereby no faculty member will receive a second extra-load assignment until all qualified members of his department have been considered.

11.3 Summer term teaching assignments will be made on a continuous rotation basis among the qualified full-time

compensation is based upon the same formula (see 9.1, a, above) used in determining the regular teaching load for full-time teachers. Each faculty member assigned teaching extra to his regular load shall be paid at the appropriate rate for his rank for the semester; however, such extra-load assignments shall not exceed one (1) course for each faculty member per semester.

11.2 Extra-load teaching assignments will be made on the basis of the following criteria:

(a) The faculty member's academic qualifications to teach the specific course;

(b) Of those qualified in (a) above, according to (1) seniority, (2) availability, (3) individual preference;

(c) Of those qualified in (a) above, a continuous rotation system will be established according to the criteria in (b) above, whereby no faculty member will receive a second extra-load assignment until all qualified members of his department have been considered.

11.3 Summer term teaching assignments will be made on a continuous rotation basis among the qualified full-time teachers at the department level, including each department

chairman.

(a) The criteria for determining individual summer term assignments will be the same as those referred to in paragraph 11.2 above.

(b) Insofar as practical, summer term teaching assignments will normally be for six (6) semester hours per session but shall not exceed nine (9) semester hours per session.

ARTICLE XII

DUTIES AND RESPONSIBILITIES OF COUNSELORS AND LIBRARIANS

12.1 Senior Counselors

Each senior counselor shall be responsible to the Director of Counseling Services for:

(a) counseling students on educational, occupational, and personal matters;

(b) assisting in the organization and implementation of student orientation programs;

(c) recommending courses for students in advance of and during each registration;

(d) being available for consultation with faculty and administration regarding the problems of students;

(e) gathering and maintaining educational and occupational information for counseling purposes;

(f) assisting in the job placement and/or transfer of students to other institutions of higher education;

(g) assisting in evaluation and follow-up studies of various aspects of the College counseling services;

(h) service as a member of not more than one (1)

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(g) assisting in evaluation and follow-up studies of various aspects of the College counseling services;

(h) service as a member of not more than one (1) Standing College Committee and not more than one (1)

special committee and attendance at all meetings of same except for good cause;

(i) each Standing College Committee shall meet at least once per semester and will meet thereafter providing there is relevant business to be transacted as determined by its chairman, and the chairman of each committee as indicated in (h) above shall report to the Dean of Instruction the names of the committee members present at and absent from each such meeting. At least two periods per week between 8:00 a.m. and 5 p.m., during which no classes should be scheduled, shall be provided for committee meetings.

(j) attendance at scheduled general faculty and departmental meetings and commencement exercises of the College with the provision that any academic attire necessary for commencement exercises will be furnished by the College at no cost to the faculty member.

(k) and such other reasonable duties related to the foregoing as may be assigned by the Director of Counseling Services.

12.2 Associate Librarians

Each associate librarian shall be responsible to the Director of the Library for:

(a) the cataloging and processing of Library materials;

(b) reference and reader's assistance;

(c) circulation and periodical acquisition and control;

(d) assisting in the selection, procurement and processing of books and materials, including those recommended by the faculty;

and absent from each such meeting. At least two periods per week between 8:00 a.m. and 5 p.m., during which no classes should be scheduled, shall be provided for committee meetings.

(j) attendance at scheduled general faculty and departmental meetings and commencement exercises of the College with the provision that any academic attire necessary for commencement exercises will be furnished by the College at no cost to the faculty member.

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(b) reference and reader's assistance;

(c) circulation and periodical acquisition and control;

(d) assisting in the selection, procurement and processing of books and materials, including those recommended by the faculty;

(e) keeping the faculty informed on available library

(f) assisting in the development and effective implementation of a program of student instruction in the use of the library materials;

(g) service as a member of not more than one (1) Standing College Committee and not more than one (1) special committee and attendance at all meetings of same except for good cause;

(h) each Standing College Committee shall meet at least once per semester and will meet thereafter providing there is relevant business to be transacted as determined by its chairman, and the chairman of each committee as indicated in (g) above shall report to the Dean of Instruction the names of the committee members present at and absent from each such meeting. At least two periods per week between 8:00 a.m. and 5 p.m., during which no classes should be scheduled, shall be provided for committee meetings.

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(j) and such other reasonable duties related to the foregoing as may be assigned by the Director of the Library.

12.3 A contractual term of appointment for senior counselors and associate librarians shall be for a period of twelve (12) months beginning on the individual's appi-

least once per semester and will meet thereafter providing there is relevant business to be transacted as determined by its chairman, and the chairman of each committee as indicated in (g) above shall report to the Dean of Instruction the names of the committee members present at and absent from each such meeting. At least two periods per week between 8:00 a.m. and 5 p.m., during which no classes should be scheduled, shall be provided for committee meetings.

(i) attendance at scheduled general faculty and departmental meetings and commencement exercises of the College with the provision that any academic attire necessary for commencement exercises will be furnished by the College at no cost to the faculty member.

(j) and such other reasonable duties related to the foregoing as may be assigned by the Director of the Library.

12.3 A contractual term of appointment for senior counselors and associate librarians shall be for a period of twelve (12) months beginning on the individual's anniversary date of appointment. On a rotating basis agreed

upon by the members of the department and the appropriate director, one (1) senior counselor and one (1) associate librarian shall be eligible for a Special Leave of Absence (see 24.1 below) during the Summer Term for a period not to exceed two (2) months. Such leaves shall be granted when proper application is submitted a minimum of sixty (60) days prior to the beginning date of said leave of absence.

12.4 The normal work day for senior counselors and associate librarians shall be seven (7) hours, not including the lunch hour, and the work day schedule shall be subject to the needs of the College and/or department, and specific work assignments will be at the discretion of the appropriate dean and/or director. Evening work assignments may be part of the work day for senior counselors and associate librarians, and where such assignments extend the work day beyond the seven (7) hours, not including the meal hour, the counselor or librarian will be credited with compensatory time on an hour-for-hour basis. Such compensatory time will be utilized upon approval of the appropriate dean or director.

12.5 When classes are cancelled because of inclement weather, or for some other reason, senior counselors and associate librarians, as well as faculty members, shall not be required to report for work until such time as classes are resumed.

ARTICLE XIII

EVALUATION OF PROFESSIONAL PERFORMANCE

13.1 Teachers

The professional performance of each teacher will be

12.4 The normal work day for senior counselors and associate librarians shall be seven (7) hours, not including the lunch hour, and the work day schedule shall be subject to the needs of the College and/or department, and specific work assignments will be at the discretion of the appropriate dean and/or director. Evening work assignments may be part of the work day for senior counselors and associate librarians, and where such assignments extend the work day beyond the seven (7) hours, not including the meal hour, the counselor or librarian will be credited with compensatory time on an hour-for-hour basis. Such compensatory time will be utilized upon approval of the appropriate dean or director.

12.5 When classes are cancelled because of inclement weather, or for some other reason, senior counselors and associate librarians, as well as faculty members, shall not be required to report for work until such time as classes are resumed.

ARTICLE XIII

EVALUATION OF PROFESSIONAL PERFORMANCE

13.1 Teachers

The professional performance of each teacher will be evaluated for the purposes of remediation, promotion, renewal, and non-renewal according to the following procedure:

A. Each teacher shall be evaluated by his department chairman no later than February 1st of each year. The department chairman's written evaluation shall include but not be limited to consideration of the following:

(1) Clarity and appropriateness of course objectives

(2) Appropriateness of course content with regard to achieving course objectives

(3) Appropriateness of course outline

(4) Appropriateness of resource materials and teaching aids

(5) Teaching methods and techniques utilized in course

(6) Special assignments and requirements for completion of course

(7) Methods of student work evaluation

(8) Proper attitude towards work, especially with reference to initiative, adaptability, cooperativeness, and reliability

(9) Performance of the "Duties and Responsibilities of the Teaching Faculty" as contained in Article X of this Agreement

(10) Membership and participation in related professional organizations

The teacher shall, upon request, provide the department chairman with any materials necessary for the above evaluation procedure.

B. The results of the evaluation will be discussed with the teacher by the department chairman, and a copy of the evaluation report shall be sent to the appropriate dean and to the Office of the President for inclusion in the faculty

(4) Appropriateness of resource materials and teaching aids

(5) Teaching methods and techniques utilized in course

(6) Special assignments and requirements for completion of course

(7) Methods of student work evaluation

(8) Proper attitude towards work, especially with reference to initiative, adaptability, cooperativeness, and reliability

(9) Performance of the "Duties and Responsibilities of the Teaching Faculty" as contained in Article X of this Agreement

(10) Membership and participation in related professional organizations

The teacher shall, upon request, provide the department chairman with any materials necessary for the above evaluation procedure.

B. The results of the evaluation will be discussed with the teacher by the department chairman, and a copy of the evaluation report shall be sent to the appropriate dean and to the Office of the President for inclusion in the faculty member's personnel file.

C. The department chairman's evaluation may be supplemented by an evaluation by the appropriate dean. This supplementary evaluation will be done when requested by the department chairman, the teacher, or may be initiated by the dean himself. The dean shall evaluate the faculty member when the results of either the students' evaluation (see D below) or the department chairman's evaluation, or both, indicate possible ineffectiveness in teaching.

The dean shall consider in his evaluation but not be limited to those criteria listed in paragraph A above. The results of the dean's evaluation will be discussed with the teacher and the department chairman and a copy of his report shall be submitted to the Office of the President for inclusion in the teacher's personnel file.

D. During the twelfth (12th) week of each Fall and each Spring Semester, there shall also be an evaluation by students which shall be administered in each class of each teacher.

The evaluation instrument to be used by the students will be a standardized form, such as the Student Instructional Report (ETS), or the Purdue Rating Scale for Instruction, and the evaluation responses will be processed by an independent testing service. The instrument to be used will be decided on by the President after discussion with appropriate members of the professional staff.

An analysis of each teacher's evaluation by students shall be sent to the teacher, the appropriate department chairman, the appropriate dean, and the Office of the President for inclusion in the teacher's personnel file. If he so desires, a teacher may submit to his department chairman, dean, and the Office of the President an explanatory statement

limited to those criteria listed in paragraph A above. The results of the dean's evaluation will be discussed with the teacher and the department chairman and a copy of his report shall be submitted to the Office of the President for inclusion in the teacher's personnel file.

D. During the twelfth (12th) week of each Fall and each Spring Semester, there shall also be an evaluation by students which shall be administered in each class of each teacher.

The evaluation instrument to be used by the students will be a standardized form, such as the Student Instructional Report (ETS), or the Purdue Rating Scale for Instruction, and the evaluation responses will be processed by an independent testing service. The instrument to be used will be decided on by the President after discussion with appropriate members of the professional staff.

An analysis of each teacher's evaluation by students shall be sent to the teacher, the appropriate department chairman, the appropriate dean, and the Office of the President for inclusion in the teacher's personnel file. If he so desires, a teacher may submit to his department chairman, dean, and the Office of the President an explanatory statement

regarding any or all of the evaluation reports on his teaching effectiveness. Such a statement will become a part of the evaluation to which it refers.

It shall be the responsibility of the Dean of Instruction and the Dean of Students to organize, schedule, and generally supervise the students' evaluation of the teaching faculty.

13.2 Counselors

The professional performance of each member of the professional counseling staff will be evaluated for the purposes of remediation, promotion, renewal and non-renewal, according to the following procedure.

A. Each counselor shall be evaluated by the Director of Counseling Services no later than February 1st of each year. The Director's written evaluation shall include but not be limited to consideration of the following:

(1) Performance of the "Duties and Responsibilities of Counselors" as contained in Article XII - (1) of this Agreement

(2) Proper attitude towards work, especially with reference to initiative, adaptability, cooperativeness, and reliability

(3) Membership and participation in related professional organizations

The counselor shall, upon request, provide the Director of Counseling with any materials necessary for the above evaluation procedure.

B. The results of the evaluation will be discussed with the counselor by the Director of Counseling, and a copy of the evaluation report shall be sent to the Dean of Students and to the Office of the President for inclusion in the counselor's personnel file.

The professional performance of each member of the professional counseling staff will be evaluated for the purposes of remediation, promotion, renewal and non-renewal, according to the following procedure.

A. Each counselor shall be evaluated by the Director of Counseling Services no later than February 1st of each year. The Director's written evaluation shall include but not be limited to consideration of the following:

(1) Performance of the "Duties and Responsibilities of Counselors" as contained in Article XII - (1) of this Agreement

(2) Proper attitude towards work, especially with reference to initiative, adaptability, cooperativeness, and reliability

(3) Membership and participation in related professional organizations

The counselor shall, upon request, provide the Director of Counseling with any materials necessary for the above evaluation procedure.

B. The results of the evaluation will be discussed with the counselor by the Director of Counseling, and a copy of the evaluation report shall be sent to the Dean of Students and to the Office of the President for inclusion in the counselor's personnel file.

C. The Director of Counseling's evaluation may be

supplemented by an evaluation by the Dean of Students. This supplementary evaluation will be done when requested by the Director of Counseling, the counselor, or may be initiated by the dean himself. The dean shall evaluate the counselor when the Director of Counseling's evaluation indicates possible ineffectiveness in professional performance.

The dean shall consider in his evaluation but not be limited to those criteria listed in paragraph A above. The results of the dean's evaluation will be discussed with the counselor and the Director of Counseling and a copy of his report shall be submitted to the Office of the President for inclusion in the counselor's personnel file.

If he so desires, a counselor may submit to the Director of Counseling, the Dean of Students, and the Office of the President an explanatory statement regarding any or all of the evaluation reports on his professional performance. Such a statement will become a part of the evaluation to which it refers.

13.3 Librarians

The professional performance of each member of the professional library staff will be evaluated for the purposes of remediation, promotion, renewal and non-renewal, according to the following procedure.

A. Each librarian shall be evaluated by the Director of the Library no later than February 1st of each year. The Director's written evaluation shall include but not be limited to consideration of the following:

(1) Performance of the "Duties and Responsibilities of Librarians" as contained in Article XII - (2) of this Agreement

(2) Proper attitude towards work, especially with

results of the dean's evaluation will be discussed with the counselor and the Director of Counseling and a copy of his report shall be submitted to the Office of the President for inclusion in the counselor's personnel file.

If he so desires, a counselor may submit to the Director of Counseling, the Dean of Students, and the Office of the President an explanatory statement regarding any or all of the evaluation reports on his professional performance. Such a statement will become a part of the evaluation to which it refers.

13.3 Librarians

The professional performance of each member of the professional library staff will be evaluated for the purposes of remediation, promotion, renewal and non-renewal, according to the following procedure.

A. Each librarian shall be evaluated by the Director of the Library no later than February 1st of each year. The Director's written evaluation shall include but not be limited to consideration of the following:

(1) Performance of the "Duties and Responsibilities of Librarians" as contained in Article XII - (2) of this Agreement

(2) Proper attitude towards work, especially with reference to initiative, adaptability,

cooperativeness, and reliability

(3) Membership and participation in related professional organizations

The librarian shall, upon request, provide the Director of the Library with any materials necessary for the above evaluation procedure.

B. The results of the evaluation will be discussed with the librarian by the Director of the Library, and a copy of the evaluation report shall be sent to the Dean of Instruction and to the Office of the President for inclusion in the librarian's personnel file.

C. The Director of the Library's evaluation may be supplemented by an evaluation by the Dean of Instruction. This supplementary evaluation will be done when requested by the Director of the Library, the librarian, or may be initiated by the dean himself. The dean shall evaluate the librarian when the Director of Library's evaluation indicates possible ineffectiveness in professional performance.

The dean shall consider in his evaluation but not be limited to those criteria listed in paragraph A above. The results of the dean's evaluation will be discussed with the librarian and the Director of the Library and a copy of his report shall be submitted to the Office of the President for inclusion in the librarian's personnel file.

If he so desires, a librarian may submit to the Director of the Library, the Dean of Instruction, and the Office of the President an explanatory statement regarding any or all of the evaluation reports on his professional performance. Such a statement will become a part of the evaluation to which it refers.

copy of the evaluation report shall be sent to the Dean of Instruction and to the Office of the President for inclusion in the librarian's personnel file.

C. The Director of the Library's evaluation may be supplemented by an evaluation by the Dean of Instruction. This supplementary evaluation will be done when requested by the Director of the Library, the librarian, or may be initiated by the dean himself. The dean shall evaluate the librarian when the Director of Library's evaluation indicates possible ineffectiveness in professional performance.

The dean shall consider in his evaluation but not be limited to those criteria listed in paragraph A above. The results of the dean's evaluation will be discussed with the librarian and the Director of the Library and a copy of his report shall be submitted to the Office of the President for inclusion in the librarian's personnel file.

If he so desires, a librarian may submit to the Director of the Library, the Dean of Instruction, and the Office of the President an explanatory statement regarding any or all of the evaluation reports on his professional performance. Such a statement will become a part of the evaluation to which it refers.

13.4 Evaluation Review

A. A Professional Performance Review Committee,

composed of the President or his designee, the Dean of Instruction, the Dean of Students, the Associate Dean of the Technical-Career Program, and the appropriate director or department chairman, shall review all evaluation reports for each member of the faculty (teacher, counselor, librarian). The Chairman of the Review Committee will be the President or his designee. The Chairman of the Faculty Council shall serve as an ex-officio member of the Review Committee.

The committee shall make a decision of "superior", "satisfactory", or "unsatisfactory" in regard to each faculty member's professional performance. Where deemed necessary by the Review Committee, the written decision of the Committee will be presented to the faculty member in a conference involving the appropriate dean and director or department chairman.

In cases of an "unsatisfactory" decision, the Committee shall give the faculty member written notification of those areas in which improvement is needed and recommend ways in which the faculty member may bring about said improvement. If there is a significant need for improvement in any area of professional performance, it will be the responsibility of the appropriate dean and director or department chairman to work with the faculty member in effectuating said improvement.

A faculty member, upon receipt of the written notification of the committee's decision, may agree with and acknowledge the decision with his signature of concurrence on the committee notification, or he may disagree with the decision. In cases of disagreement, the faculty member shall state in writing for the committee those areas in which he disagrees, and said statement may include whatever supplementary or explanatory materials are needed. Said statement and materials shall be typed, signed, and five copies presented to the

"satisfactory", or "unsatisfactory" in regard to each faculty member's professional performance. Where deemed necessary by the Review Committee, the written decision of the Committee will be presented to the faculty member in a conference involving the appropriate dean and director or department chairman.

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A faculty member, upon receipt of the written notification of the committee's decision, may agree with and acknowledge the decision with his signature of concurrence on the committee notification, or he may disagree with the decision. In cases of disagreement, the faculty member shall state in writing for the committee those areas in which he disagrees, and said statement may include whatever supplementary or explanatory materials are needed. Said statement and materials shall be typed, signed, and five copies presented to the

chairman of the committee, with an extra copy for inclusion in the faculty member's personnel file.

2. Commencing with the second year of this Procedure, it shall also be the responsibility of the Review Committee to prepare a listing of faculty members to be considered for contract renewal or non-renewal. In making each recommendation, the Review Committee shall base its decision on the continued effectiveness or ineffectiveness of professional performance of the faculty member involved, and any recommendation for non-renewal must receive the unanimous approval of the Review Committee. When the Review Committee recommends non-renewal, the procedure described in ARTICLE XV, TERMINATION OF SERVICES FOR CAUSE, shall be immediately initiated.

3. An individual faculty member shall have the right to grieve non-renewal with regard to alleged lack of observance of the procedures and/or criteria set forth above. The grievance procedure, as set forth in ARTICLE VI of this Agreement, shall be followed.

ARTICLE XIV

PERSONNEL FILES

14.1 The COLLEGE shall maintain in the Office of the President one (1) official file for each faculty member.

14.2 This file shall include the following material:

(a) signed application form;

(b) transcripts supporting claim to academic work;

(c) documents supporting claim to professional training;

(d) letters or records supporting work experience;

(e) copies of all annual contracts;

(f) all documents relating to annual evaluation;

(g) all documents relating to final resignation or

performance of the faculty member involved, and any recommendation for non-renewal must receive the unanimous approval of the Review Committee. When the Review Committee recommends non-renewal, the procedure described in ARTICLE XV, TERMINATION OF SERVICES FOR CAUSE, shall be immediately initiated.

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(d) letters or records supporting work experience;

(e) copies of all annual contracts;

(f) all documents relating to annual evaluation;

(g) all documents relating to final resignation or termination;

(h) all records and transcripts supporting the instructor's claim to continued growth after initial appointment;

(i) information of a positive nature, indicating special competencies, achievements, scholarly research, academic, professional or other contributions;

(j) any statements that the faculty member wishes to have entered in response to or in elaboration of material in his file;

(k) all letters of intent.

14.3 The faculty member shall be permitted to review and copy from the contents of his personnel file upon reasonable notice and at reasonable times, pursuant to procedures established by the COLLEGE. Reasonable notice shall be interpreted to mean forty-eight (48) hours notice, and reasonable times shall be interpreted to mean between 9:00 a.m. and 5:00 p.m., no more than twice per semester, during regular working days.

ARTICLE XV

TERMINATION OF SERVICES FOR CAUSE

15.1 The services of members of the faculty may be terminated at any time for just cause.

15.2 When the President has information or receives a complaint against a member of the faculty containing allegations which, if true, might serve as grounds for dismissal for cause, and he deems such information or complaint to be substantial, he will discuss the matter with the person concerned, after fully apprising the person of the nature of the allegations against him, and will make such further investi-

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further action is warranted, he will cause to be served upon the person concerned a written statement of the charges against him.

15.3 Final action will not be taken on such charges until after the expiration of thirty (30) days from the date of service of such notice upon the person charged, during which time he may make a written request to the President for a hearing before a Special Committee on Termination. If he makes such a request he will be given a hearing as hereinafter provided. If the person charged does not request a hearing, the COLLEGE may take such action as it deems appropriate. When a hearing has been requested, final action on the charges will not be taken until the hearing has been held and the matter presented to the Board of Trustees of Luzerne County Community College as hereinafter provided.

15.4 The Special Committee on Termination shall be selected anew in each case in the following manner:

> A list of all full-time faculty members and administrators shall be presented to the President or his designee, and the person charged. Each party (beginning with the person charged) shall alternately strike therefrom one (1) name until nine (9) shall remain. Five (5) members of the committee will be from the faculty and four (4) will be from the administration; no person will serve in a case involving a charged member of the same department in which they both hold academic rank. The committee will elect one (1) of its members to serve as chairman.

15.5 The President or his designee(s), or both, may be present at the hearings held by the Special Committee on Termination as an auditor, but shall not be present at or participate in the deliberations or decisions of the Committee. At such hearing, the faculty member charged will be entitled: to be present; to be represented by a person of his choice; to present witnesses in his own behalf; to see any written

hereinafter provided. If the person charged does not request a hearing, the COLLEGE may take such action as it deems appropriate. When a hearing has been requested, final action on the charges will not be taken until the hearing has been held and the matter presented to the Board of Trustees of Luzerne County Community College as hereinafter provided.

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15.5 The President or his designee(s), or both, may be present at the hearings held by the Special Committee on Termination as an auditor, but shall not be present at or participate in the deliberations or decisions of the Committee. At such hearing, the faculty member charged will be entitled: to be present; to be represented by a person of his choice; to present witnesses in his own behalf; to see any written statements, sworn or otherwise, presented for or against him. All testimony at said hearing will be under oath, and an

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official transcription will be taken of said hearing, the cost of said transcription to be borne by the COLLEGE, and a copy of the transcription will be submitted to the faculty member charged.

15.6 Upon the completion of its hearing, the Committee will prepare a written statement of its findings with respect to the charges and also a written recommendation, and subsequently submit to the President the transcription of the proceedings, the statement of its findings and its recommendations.

15.7 Upon receipt of the Committee's transcription of the proceedings and statements of findings and recommendations, the President will review and transmit them to the Board of Trustees along with his own recommendation. When no hearing was requested or held, the President will review the charges and make such investigation of the matter as he deems appropriate and transmit to the Board of Trustees a report of the matter together with his own recommendation.

15.8 Upon receipt of the recommendation of the President and the reports of the Special Committee on Termination, the Board of Trustees will review the matter and take such action, if any, as it deems advisable.

15.9 If the person charged fails to attend a hearing of the Special Committee on Termination, without good cause, the Board of Trustees may, after receiving the recommendation of the President, take such action, if any, as it deems advisable.

15.10 If it is deemed to be in the best interest of the College, a person upon whom charges have been served may be suspended by the Board of Trustees, with salary, pending

proceedings, the statement of its findings and its recommendations.

15.7 Upon receipt of the Committee's transcription of the proceedings and statements of findings and recommendations, the President will review and transmit them to the Board of Trustees along with his own recommendation. When no hearing was requested or held, the President will review the charges and make such investigation of the matter as he deems appropriate and transmit to the Board of Trustees a report of the matter together with his own recommendation.

15.8 Upon receipt of the recommendation of the President and the reports of the Special Committee on Termination, the Board of Trustees will review the matter and take such action, if any, as it deems advisable.

15.9 If the person charged fails to attend a hearing of the Special Committee on Termination, without good cause, the Board of Trustees may, after receiving the recommendation of the President, take such action, if any, as it deems advisable.

15.10 If it is deemed to be in the best interest of the College, a person upon whom charges have been served may be suspended by the Board of Trustees, with salary, pending final action upon such charges by said Board.

ARTICLE XVI

TERMINATION OF SERVICES BY RETRENCHMENT

16.1 In the event of retrenchment, seniority will be followed, providing the senior faculty member or department chairman has the necessary qualifications to teach the required courses. Such qualifications will have been established by the administration at the time of appointment or subsequently established by the actual teaching of a course at the College for at least one academic year or by further course work as approved by the administration. In every case the faculty member must be given notice of release by December 1st of the academic year at the end of which termination is to be effected. In lieu of notice of discontinuance or release by said December 1st, the faculty member shall receive severance pay equal to one-half his current annual salary. Before terminating an appointment, the COLLEGE will make every effort to place the faculty member in another suitable position. Should the faculty member be qualified to teach courses offered by another department (or division) within the College, and should there be sufficient regular, part-time and/or extra-load courses available without displacing any of the full-time faculty of that department (or division), the faculty member will be retained to teach in that department at his regular salary and will be at the bottom of the department's (or division's) seniority list. If an appointment is terminated for program retrenchment, no person will be hired to fill a vacancy for which the released faculty member is qualified for a period of two years unless the position is first offered to the released member. The released faculty member shall accept or reject the offer

competency established by the actual teaching of a course at the College for at least one academic year or by further course work as approved by the administration. In every case the faculty member must be given notice of release by December 1st of the academic year at the end of which termination is to be effected. In lieu of notice of discontinuance or release by said December 1st, the faculty member shall receive severance pay equal to one-half his current annual salary. Before terminating an appointment, the COLLEGE will make every effort to place the faculty member in another suitable position. Should the faculty member be qualified to teach courses offered by another department (or division) within the College, and should there be sufficient regular, part-time and/or extra-load courses available without displacing any of the full-time faculty of that department (or division), the faculty member will be retained to teach in that department at his regular salary and will be at the bottom of the department's (or division's) seniority list. If an appointment is terminated for program retrenchment, no person will be hired to fill a vacancy for which the released faculty member is qualified for a period of two years unless the position is first offered to the released member. The released faculty member shall accept or reject the offer within fifteen days after receipt of a certified letter sent to his last known address

ARTICLE XVII

DETERMINATION OF QUALIFICATIONS FOR TEACHING A SPECIFIC SUBJECT

17.1 In determining the minimum academic qualifications needed to teach a specific subject at Luzerne County Community College, the following requirement shall be followed:

a. To teach in a specific subject matter field, a faculty member should have successfully completed fifteen (15) semester-hours of credit at the graduate level in that subject.

b. Credits earned for one related graduate course may be counted toward the fifteen (15) semester-hours if the undergraduate major was in the subject matter field specified in "a" above.

17.2 For example, a faculty member, who has a Master's degree in Education, wishes to teach History. The faculty member's undergraduate major was in History, and he has twelve (12) semester-hours of graduate credit in History in addition to his Master's degree credits. A related course from his Master's degree program, such as the History of Education, may be counted toward the fifteen (15) semester-hours needed to qualify to teach History.

ARTICLE XVIII

EMPLOYMENT CONTRACT

18.1 Upon appointment or reappointment every full-time faculty member shall receive an employment contract setting forth his academic rank, salary, term of employment, and his employment status.

18.2 Before an initial employment contract can be issued by the COLLEGE, the prospective faculty member must have on record in the Office of the President a completed

hours if the undergraduate major was in the subject matter field specified in "a" above.

17.2 For example, a faculty member, who has a Master's degree in Education, wishes to teach History. The faculty member's undergraduate major was in History, and he has twelve (12) semester-hours of graduate credit in History in addition to his Master's degree credits. A related course from his Master's degree program, such as the History of Education, may be counted toward the fifteen (15) semester-hours needed to qualify to teach History.

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18.1 Upon appointment or reappointment every full-time faculty member shall receive an employment contract setting forth his academic rank, salary, term of employment, and his employment status.

18.2 Before an initial employment contract can be issued by the COLLEGE, the prospective faculty member must have on record in the Office of the President a completed application form, official transcript(s) of his academic work,

and a certificate of health report. The certification of health examination will be paid for by the COLLEGE, providing the examination is given by a physician designated by the COLLEGE.

18.3 Before an appointment of the COLLEGE becomes effective, an employee contract must be signed by the appointee and the President. The terms and conditions of every appointment will be consistent with the terms and conditions of this Agreement.

ARTICLE XIX

PROMOTION PROCEDURE

19.1 The qualities to be considered in recommending members of the faculty for promotion are the following, with major emphasis being placed on items A and B:

A. Educational and Professional Qualifications

The minimum requirements for a faculty rank, as shown in Exhibit "B" of this Agreement, must be met before a faculty member can be considered for promotion, with extra consideration being given to those who exceed the minimum requirements.

B. Effectiveness of Professional Performance

A faculty member must have received a composite professional performance evaluation summary of "Satisfactory" or better as determined by the Professional Performance Review Committee before he can be considered for promotion.

C. Effectiveness of Relations within the College and within the Community

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PROMOTION PROCEDURE

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A. Educational and Professional Qualifications

The minimum requirements for a faculty rank, as shown in Exhibit "B" of this Agreement, must be met before a faculty member can be considered for promotion, with extra consideration being given to those who exceed the minimum requirements.

B. Effectiveness of Professional Performance

A faculty member must have received a composite professional performance evaluation summary of "Satisfactory" or better as determined by the Professional Performance Review Committee before he can be considered for promotion.

C. Effectiveness of Relations within the College and within the Community

Each of the following will be rated on a scale

of 1-10 as it pertains to the faculty member's involvement in College and community affairs. The degree of influence of these qualities in determining recommendation for promotion shall vary in direct proportion with their total score.

(1) Working relationships with College personnel.

(2) College Committee work.

(3) Participation in College departmental activities.

(4) Leadership roles in College activities.

(5) Contributing roles in College activities.

(6) Community effort or involvement.

19.2 A faculty member's request for promotion shall be made to the Office of the President no later than February 1st, on forms to be provided by the College. Receipt of the application for promotion shall be acknowledged, in writing, by the President. In order to be eligible to request promotion, a faculty member must have been in the continuous employ of the College for a minimum of three (3) academic years prior to the year for which promotion is requested.

19.3 The President shall review all applications and submit a written report to the Personnel Committee of the Board of Trustees no later than March 21st. This report shall designate in rank order on a composite list those faculty members recommended for promotion and shall include the rationale for each recommendation. The President shall notify those faculty members who have not been recommended for promotion by March 30th and the notification shall include the reasons why

(2) College Committee work.

(3) Participation in College departmental activities.

(4) Leadership roles in College activities.

(5) Contributing roles in College activities.

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19.4 The Personnel Committee will submit to the Board of Trustees at the regular Board meeting in April the Personnel Committee's recommendations regarding faculty promotions. The Board of Trustees will not unreasonably refuse to promote individuals in the order in which they are recommended as qualified to the extent that funds are available in the promotion fund to pay the salary increment required by such promotions.

19.5 In the 1973-74 fiscal year budget the COLLEGE shall allocate $[illegible]000 which will be used to provide a $400.00 remuneration for each promotion approved by the Board of Trustees.

19.6 An individual faculty member shall have the right to grieve non-recommendation for promotion or unfavorable action by the Board of Trustees on a recommendation for promotion with regard to alleged lack of observance of the procedures and/or criteria set forth above. The grievance procedure, as set forth in ARTICLE VI of this Agreement, shall be followed.

ARTICLE XX

FACULTY SALARY PROVISIONS

20.1 The 1973-74 contractual term of appointment salary for faculty shall be computed by increasing each faculty member's 1972-73 contractual term of appointment salary by $520.00.

ARTICLE XXI

FRINGE BENEFITS

21.1 The COLLEGE will pay all premium costs for each faculty member for:

(a) Blue Cross Plan B and Blue Shield Prevailing Fee 100

19.5 In the 1973-74 fiscal year budget the COLLEGE shall allocate $4000 which will be used to provide a $400.00 remuneration for each promotion approved by the Board of Trustees.

19.6 An individual faculty member shall have the right to grieve non-recommendation for promotion or unfavorable action by the Board of Trustees on a recommendation for promotion with regard to alleged lack of observance of the procedures and/or criteria set forth above. The grievance procedure, as set forth in ARTICLE VI of this Agreement, shall be followed.

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21.1 The COLLEGE will pay all premium costs for each faculty member for:

(a) Blue Cross Plan B and Blue Shield Prevailing Fee 100

(b) I. I. A. A. Major Medical

(c) T.I.A.A., Disability Income

(d) T.I.A.A., Group Term Life Insurance (double indemnity)

21.2 The COLLEGE will also pay all premium costs for T.I.A.A. Major Medical, Blue Cross Plan B, and Blue Shield Prevailing Fee 100 coverage for faculty member dependents as of August 27, 1973 for the term of this AGREEMENT.

21.3 The amount of group term life insurance shall be equal to one times the faculty member's salary, to the lowest thousand dollars (i.e., salary at $8,700, the insurance would be for $8,000) and shall include provisions for double indemnity.

21.4 The COLLEGE and the faculty member will share proportionally the costs for a retirement plan. A faculty member may choose to join a retirement plan at any time during his employment at the College.

21.5 The exact amount of the COLLEGE's and the faculty member's contribution to a retirement plan will depend upon the plan chosen, as indicated below. The three plans which will be available to faculty members are the T.I.A.A.-C.R.E.F. (Teachers Insurance and Annuity Association--Credit Retirement Equities Fund), the Pennsylvania Public School Employees Retirement System (P.P.S.E.R.S.), and the State Employees' Retirement System.

(a) A faculty member's contribution to T.I.A.A.-C.R.E.F. shall be five per cent of his total salary, including Summer Term and extra-load compensation. The COLLEGE's contribution shall be five (5) per cent of the faculty member's salary up to $7800 and ten (10) per cent of the salary in excess of $7800.

(b) A faculty member's contribution to P.P.S.E.R.S. shall be five and one-half (5.5) per cent of his

equal to one times the faculty member's salary, to the lowest thousand dollars (i.e., salary at $8,700, the insurance would be for $8,000) and shall include provisions for double indemnity.

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(b) A faculty member's contribution to P.P.S.E.R.S. shall be five and one-half (5.5) per cent of his total salary, including Summer Term and extra-load

compensation, with the exception that those faculty members already covered by P.F.S.E.R.S. may elect to remain at their previous rate of contribution. Both the COLLEGE and the State will contribute 4.95 per cent (this rate may vary slightly from year to year) of the faculty member's total salary.

(c) A faculty member's contribution to the State Employees' Retirement System shall be five (5) per cent of his total salary, including part-time and extra-load compensation, if the faculty member chooses supplemental benefit coverage. If such coverage is not chosen, the faculty member's rate of contribution will be determined according to his age at entry into the system. The COLLEGE will contribute eight (8) per cent of the faculty member's total salary, including overtime.

21.6 Faculty members and their dependents (husband, wife, and/or children) will be granted free tuition for any course pursued for credit or audit offered by the COLLEGE. Fees charged by the COLLEGE shall not be considered tuition.

ARTICLE XXII

VACATION LEAVE OF ABSENCE FOR TWELVE-MONTH EMPLOYEES

22.1 A member of the faculty employed for a twelve-month's term by the COLLEGE shall be granted a vacation leave with full salary for a maximum of twenty (20) COLLEGE business days per contractual term. Such vacation leave shall be accrued on the basis of two days per month for each full month of service at the College for the contractual term.

per cent of his total salary, including part-time and extra-load compensation, if the faculty member chooses supplemental benefit coverage. If such coverage is not chosen, the faculty member's rate of contribution will be determined according to his age at entry into the system. The COLLEGE will contribute eight (8) per cent of the faculty member's total salary, including overtime.

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The length of vacation leave shall not exceed the total number of days accrued as of the beginning date of such leave.

22.2 Academic holidays scheduled by the COLLEGE during a calendar year shall not be considered vacation leave, and vacation leave shall not be reduced by such academic holidays.

22.3 Vacation leaves may accumulate to a maximum of thirty days per year and shall be taken at such times as are approved by the President, who shall take in consideration the requirements of the operation and business of the College.

22.4 In addition to those vacation days provided in paragraph 22.1 above, seven (7) additional vacation days for twelve-month employees will be provided during those periods of the academic year when the College is not in session. The seven (7) additional vacation days shall not be cumulative from year to year and shall be taken at such times as are approved by the President, following the recommendation(s) of the appropriate dean and/or director.

ARTICLE XXIII

LEAVE OF ABSENCE FOR SICKNESS

23.1 Any member of the faculty who is unable to perform his regular assigned duties because of personal illness or injury, will be granted leave of absence for sickness with full salary for a period not to exceed a total of fifteen (15) regular work days for each contractual term of appointment that is fewer than twelve months, and eighteen (18) regular work days for each twelve-month contractual term of appointment. Any faculty member on an initial appointment will be eligible for the maximum sick leave allowable after reporting for work for the first day of his contractual term of appointment. Unused sick leave may be accumulated to a maximum of

the requirements of the operation and business of the College.

22.4. In addition to those vacation days provided in paragraph 22.1 above, seven (7) additional vacation days for twelve-month employees will be provided during those periods of the academic year when the College is not in session. The seven (7) additional vacation days shall not be cumulative from year to year and shall be taken at such times as are approved by the President, following the recommendation(s) of the appropriate dean and/or director.

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23.2 Any faculty member prevented from working because of personal illness or injury shall notify immediately by telephone or telegram the appropriate dean or arrange to have the same done for him. As soon as the appropriate dean has been notified, a leave of absence for sickness will be granted. Should it develop that the alleged personal illness or injury was not a fact, the COLLEGE may take appropriate disciplinary action. Faculty members who are absent because of personal illness or injury for more than five (5) consecutive days shall submit a medical certificate from their personal attending physician upon their return to work.

23.3 In any instance where there is a continued absence or repetition of absence because of personal illness or injury, the faculty member may be required to submit to medical examination by a physician designated by the Board of Trustees. Where such absence is beyond the cumulated sick leave accrued to such member, the President may recommend to the Board of Trustees that such member be granted, or required to accept, a leave of absence with or without pay for a period of time to be determined by the Board.

ARTICLE XXIV

SPECIAL LEAVE OF ABSENCE

24.1 The President may grant members of the faculty special leaves of absence, without salary, for a period not to exceed one (1) semester. The Board of Trustees, upon the recommendation of the President, may grant such persons special leaves of absence, without salary, for any period beyond one (1) semester.

24.2 Applications for special leaves of absence, without salary, shall be made to the President. Each such application

shall submit a medical certificate from their personal attending physician upon their return to work.

23.3 In any instance where there is a continued absence or repetition of absence because of personal illness or injury, the faculty member may be required to submit to medical examination by a physician designated by the Board of Trustees. Where such absence is beyond the cumulated sick leave accrued to such member, the President may recommend to the Board of Trustees that such member be granted, or required to accept, a leave of absence with or without pay for a period of time to be determined by the Board.

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24.2 Applications for special leaves of absence, without salary, shall be made to the President. Each such application shall include a statement of the purpose for which the leave is requested, [illegible] and its value to the

applicant or to the College.

24.3 The Board of Trustees, upon the recommendation of the President, will grant a faculty member a special leave of absence, without pay, for advanced study for a period of one year, providing a qualified replacement is available. The faculty member applying for such leave shall make application, as in 24.2 above, no later than ninety (90) days prior to the commencement of the leave. The faculty member should also give no less than ninety (90) days notice prior to the completion of said leave of his intention to return to the College. To be eligible for such leave, the faculty member must have completed no fewer than three years of service at the College, and such leave shall be for full-time graduate study only. No more than one (1) faculty member from any one department may be granted a special leave for advanced study for any one year. Upon completion of the leave, an official transcript of credits earned from the institution attended during the leave period shall be sent to the Office of the President.

24.4 The President may grant members of the teaching faculty special emergency leaves of absence in cases of unusual circumstances. A special emergency leave of absence with pay may be for a period not exceeding five (5) College business days; a special emergency leave of absence without pay may be for an entire semester. Written application for said leave shall be made to the President and shall include an explanation of the unusual circumstances which have brought about the emergency situation.

To be eligible for such leave, the faculty member must have completed no fewer than three years of service at the College, and such leave shall be for full-time graduate study only. No more than one (1) faculty member from any one department may be granted a special leave for advanced study for any one year. Upon completion of the leave, an official transcript of credits earned from the institution attended during the leave period shall be sent to the Office of the President.

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ARTICLE XXV

MATERNITY LEAVE OF ABSENCE

25.1 A pregnant employee who desires a maternity leave

BEST COPY AVAILABLE

23.2 Any faculty member prevented from working because of personal illness or injury shall notify immediately by telephone or telegram the appropriate dean or arrange to have the same done for him. As soon as the appropriate dean has been notified, a leave of absence for sickness will be granted. Should it develop that the alleged personal illness or injury was not a fact, the COLLEGE may take appropriate disciplinary action. Faculty members who are absent because of personal illness or injury for more than five (5) consecutive days shall submit a medical certificate from their personal attending physician upon their return to work.

23.3 In any instance where there is a continued absence or repetition of absence because of personal illness or injury, the faculty member may be required to submit to medical examination by a physician designated by the Board of Trustees. Where such absence is beyond the cumulated sick leave accrued to such member, the President may recommend to the Board of Trustees that such member be granted, or required to accept, a leave of absence with or without pay for a period of time to be determined by the Board.

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SPECIAL LEAVE OF ABSENCE

24.1 The President may grant members of the faculty special leaves of absence, without salary, for a period not to exceed one (1) semester. The Board of Trustees, upon the recommendation of the President, may grant such persons special leaves of absence, without salary, for any period beyond one (1) semester.

24.2 Applications for special leaves of absence, without salary, shall be made to the President. Each such application

shall submit a medical certificate from their personal attending physician upon their return to work.

23.3 In any instance where there is a continued absence or repetition of absence because of personal illness or injury, the faculty member may be required to submit to medical examination by a physician designated by the Board of Trustees. Where such absence is beyond the cumulated sick leave accrued to such member, the President may recommend to the Board of Trustees that such member be granted, or required to accept, a leave of absence with or without pay for a period of time to be determined by the Board.

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SPECIAL LEAVE OF ABSENCE

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24.2 Applications for special leaves of absence, without salary, shall be made to the President. Each such application shall include a statement of the purpose for which the leave

leave to the President of the College. Such request shall include a certification of pregnancy from the employee's physician and the anticipated beginning and ending dates for said leave. A request for maternity leave shall be submitted, if possible, at least one month in advance of the beginning of the requested leave.

25.2 Upon receipt of an official request for maternity leave of absence, the employee shall be regarded as having qualified for and having been granted a maternity leave of absence.

25.3 Maternity leave shall be granted under the same terms and conditions that are applied to leave of absence for sickness.

25.4 An employee will be eligible to return to work when she is able to resume her duties providing she is able to resume said duties within a reasonable length of time.

25.5 Upon returning to service from maternity leave, the employee shall immediately be assigned to the same position which she held at the time the leave commenced, if said position is available. If that position is no longer in existence, the employee shall be assigned to a substantially equivalent position. The employee shall not be denied any available position for which she is properly qualified.

25.6 Upon return from maternity leave, the employee shall retain all seniority rights that accrued up to the time of her leave, but these rights shall not accrue during the period of the leave.

25.7 An employee shall be entitled to use accrued sick leave for the period she is unable to work for medical reasons as certified by a physician. An employee shall not earn sick leave while on maternity leave. If and when all accrued sick leave is used up, the employee will be on an unpaid leave of absence for the remainder

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25.6 Upon return from maternity leave, the employee shall retain all seniority rights that accrued up to the time of her leave, but these rights shall not accrue during the period of the leave.

25.7 An employee shall be entitled to use accrued sick leave for the period she is unable to work for medical reasons as certified by a physician. An employee shall not earn sick leave while on maternity leave. If and when all accrued sick leave is used up, the employee will be on an unpaid leave of absence for the remainder of her maternity leave.

ARTICLE XXVI

TEMPORARY LEAVE OF ABSENCE

26.1 An absence for the following reasons by any faculty member shall be regarded as a temporary leave with pay:

(a) Absence for serving jury duty or subpoenaed attendance as a witness before a court of law, or public authority, and not as a party to an action. The faculty member will be paid the difference between his regular College pay and the amount received for service as a juror or as a witness. A faculty member is expected to report for regular College duty when his attendance at Court is not required either for the aforementioned jury duty or as a subpoenaed witness. A faculty member should check with the College Business Office before serving as a juror or as a subpoenaed witness for instructions on the procedure for receiving the difference in pay.

(b) Absence due to the death of a member of the immediate family of the faculty member or of one in his personal household, such absence to total not more than five (5) consecutive days including the day of death. The "immediate family" includes a parent, child, brother, sister, grandparent, grandchild, husband, wife, or parent of husband or wife, or any relative residing in the personal household;

(c) Absence due to attendance at a funeral with the prior permission of the President, such absence not to exceed two (2) days;

(d) Absence for the observance of religious Holy Days, other than those indicated in the College calendar, when same

member will be paid the difference between his regular College pay and the amount received for service as a juror or as a witness. A faculty member is expected to report for regular College duty when his attendance at Court is not required either for the aforementioned jury duty or as a subpoenaed witness. A faculty member should check with the College Business Office before serving as a juror or as a subpoenaed witness for instructions on the procedure for receiving the difference in pay.

(b) Absence due to the death of a member of the immediate family of the faculty member or of one in his personal household, such absence to total not more than five (5) consecutive days including the day of death. The "immediate family" includes a parent, child, brother, sister, grandparent, grandchild, husband, wife, or parent of husband or wife, or any relative residing in the personal household;

(c) Absence due to attendance at a funeral with the prior permission of the President, such absence not to exceed two (2) days;

(d) Absence for the observance of religious Holy Days, other than those indicated in the College calendar, when same are approved by the President, such absence not to exceed a maximum of three (3) days per contractual term of

(e) Absence for the purpose of attending conferences, meetings, conventions and for technological, industrial or educational visitations, when the same are approved by the President. The President may grant permission to be absent for any of the above purposes with or without expenses;

26.2 Each faculty member shall be entitled to a personal temporary leave of absence of two (2) days during each contractual term of appointment subject to the following terms and conditions:

(a) the faculty member must give three (3) days written notice to the appropriate dean or director of the COLLEGE except in the event of an emergency;

(b) the faculty member need not state the reason for this leave request except in the event of an emergency;

(c) no leaves shall be granted as a matter of right on the day before or after a vacation or holiday or during the first or last week of classes;

(d) the COLLEGE shall have the right to limit the number of faculty members taking a personal day leave on any one day to two (2);

(e) there shall be no accumulation of personal leave days between contractual terms of appointment.

ARTICLE XXVII
MILITARY LEAVE

27.1 Short Tours of Duty

Any faculty member shall, upon his request, be granted military leave of absence to engage in a temporary tour of duty with any recognized branch of the military not to exceed ten (10) College work days in any calender year upon the following conditions:

(a) where possible, arrangements for such leave are to

term of appointment subject to the following terms and conditions:

(a) the faculty member must give three (3) days written notice to the appropriate dean or director of the COLLEGE except in the event of an emergency;

(b) the faculty member need not state the reason for this leave request except in the event of an emergency;

(c) no leaves shall be granted as a matter of right on the day before or after a vacation or holiday or during the first or last week of classes;

(d) the COLLEGE shall have the right to limit the number of faculty members taking a personal day leave on any one day to two (2);

(e) there shall be no accumulation of personal leave days between contractual terms of appointment.

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Any faculty member shall, upon his request, be granted military leave of absence to engage in a temporary tour of duty with any recognized branch of the military not to exceed ten (10) College work days in any calender year upon the following conditions:

(a) where possible, arrangements for such leave are to be made with the appropriate dean thirty (30) days

in advance of the actual tour of duty;

(b) the faculty member is to go on leave, whenever possible, at the convenience of the COLLEGE;

(c) the COLLEGE will pay the difference between the faculty member's military pay and his regular pay for up to ten (10) College work days when the member is on a leave for a short tour of duty.

27.2 Extended Service

A faculty member who enters active military service in any recognized branch of the military under the provisions of Selective Service, by call to active duty, or by voluntary entrance in lieu thereof shall be entitled to a military leave of absence without pay for the period of time required to fill his active military service obligation. This leave shall automatically terminate if the faculty member remains in military service beyond his initial obligation or fails to report for work within one (1) month after his release from the military service. A faculty member timely reporting for work will be assigned a position in accordance with the provisions of the Universal Military Training and Service Act.

ARTICLE XXVIII

OUTSIDE EMPLOYMENT

28.1 A faculty member may undertake lawful part-time employment outside the College, so long as such employment and its attendant responsibilities do not interfere with the faculty member's discharge of his duties at the College, and providing the outside work is not of such character as to

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Dean of Instruction regarding such outside employment prior to his commitment to work. Under no circumstances shall a faculty member have direct business dealings with students in the sale of textbooks, instruments, lecture notes or similar materials, or use his position in the College to promote or solicit sales of any kind for any organization in which he has a vested interest of a pecuniary nature.

ARTICLE XXIX

RETIREMENT

29.1 Faculty members shall be retired and their services terminated on the thirty-first day of August next succeeding their reaching age sixty-five. Upon the recommendation of the President, and the approval of the Board of Trustees, extension of service may be granted beyond that date for one (1) year at a time.

29.2 Faculty members who wish to retire at an earlier age than sixty-five under the provisions of the retirement system shall, prior to applying for such retirement, notify and consult with the President with respect to the effective date of such retirement.

ARTICLE XXX

INSTITUTIONAL REPRESENTATION AND TRAVEL EXPENSES

30.1 The COLLEGE shall allocate to each department an amount based on a formula of twenty-five dollars ($25) for each faculty member in the department for the payment of dues to subject matter professional organizations. Membership(s) in such organizations shall be determined by the department

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30.2 A faculty member may attend professional meetings

and conferences for a period not exceeding five (5) days per contractual term of appointment when such attendance is recommended by the department chairman and approved by the appropriate dean. The COLLEGE shall reimburse the faculty member for expenses incurred in such authorized attendance in accordance with the schedule below. When such attendance requires expenditures of fifteen dollars ($15) or more, advance funds for such expenditures will be available.

(a) A faculty member traveling by his own automobile on official business shall be reimbursed at the rate of ten (10) cents per mile. Parking and toll charges will be allowed in addition to mileage allowance.

(b) Faculty members traveling on official business for the COLLEGE will be reimbursed for their meals according to the following:

(1) Breakfast--In computing actual expenses within a per diem subsistence authorization, breakfast shall be reimbursed at a rate not to exceed $2.00, including tip.

(2) Lunch--Luncheon expenses are only authorized while on per diem travel and are reimbursed at a rate not to exceed $2.50, including tip.

(3) Dinner--In computing actual expense within a per diem subsistence authorization, dinner shall be reimbursed at a rate not to exceed $6.00, including tip.

(4) Reimbursement will be approved for the cost of an official luncheon or dinner which an employee is authorized to attend, where such meal is scheduled as an integral part of an official proceeding or program related to College business and the employee's responsibilities.

(c) Reimbursement for expenses shall be limited to the following schedule: The COLLEGE will pay one hundred

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(c) Reimbursement for expenses shall be limited to the following schedule: the COLLEGE will pay one hundred per cent (100%) of all approved expenses to a maximum of $400.00, and the remainder to the faculty member

$100.00

(d) Reimbursement for expenses of subsistence shall be limited to the actual allowable expenses incurred, not exceeding a maximum per diem allowance of $28.00, of which not more than $17.50 may represent lodging costs while attending a convention and/or conference.

(e) Personal expenses appearing on a hotel bill shall be deducted.

(f) Expenses for alcoholic beverages are not reimbursable.

(g) In case a faculty member travels by an indirect route for his own personal convenience, the extra expense will be borne by himself and reimbursement for expenses will be based on such charges as were actually incurred, not to exceed what would have been incurred by the most direct, economical and usually traveled route.

30.3 All vouchers for reimbursement of authorized travel expenses shall be submitted for audit to the Director of Business and Finance.

ARTICLE XXXI

NO STRIKE, NO LOCKOUT

31.1 The ASSOCIATION agrees that there shall be no strike, picketing, sit-down, slowdown, willful absence from assigned work station, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment during the term of this Agreement. The COLLEGE agrees that no lockout

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31.2 Any faculty member who is instrumental in causing a strike during the term of this Agreement shall be subject to discharge by the Board of Trustees from his employment at the College.

ARTICLE XXXII

LIMITATIONS OF AGREEMENT

32.1 In the event that either the COLLEGE or the ASSOCIATION is prevented from performing this Agreement by reason of fire, work stoppage (except by lawful strike), riot, insurrection or any other such event, then the obligations of the COLLEGE under this Agreement may, at the end of the month in which such event took place, be void and of no further effect.

ARTICLE XXXIII

SEPARABILITY

33.1 In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of the Agreement shall continue in effect.

ARTICLE XXXIV

COMPLETE AGREEMENT

34.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to

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34.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements

arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement which represents the complete agreement of the parties. Neither party shall be obligated to negotiate concerning wages, hours or conditions of employment during the term of this Agreement.

34.2 This Agreement constitutes the negotiated agreement and supersedes any previous or current rules and regulations of the COLLEGE which are in conflict with the Agreement.

ARTICLE XXXV

MISCELLANEOUS

35.1 The COLLEGE will supply to each faculty member one (1) copy of this Agreement at no cost; seven (7) free copies shall be supplied to the ASSOCIATION.

35.2 Any faculty member on a paid leave of absence shall retain all accrued and continuing benefits during the period of said leave.

35.3 Any faculty member on an unpaid leave of absence shall retain all benefits that he had accrued as of his last day of employment prior to commencing said leave. Benefits shall not be accrued during the period of an unpaid leave of absence.

35.4 All absences from work other than approved sick leave, other approved absences with pay, scheduled vacation days, and compensatory leave time will be without pay and proper deductions will be made from the faculty member's pay-check.

35.5 Grievance and negotiation sessions will be scheduled at times mutually convenient to the COLLEGE and to the ASSOCIA-

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35.5 Grievance and negotiation sessions will be scheduled at times mutually convenient to the COLLEGE and to the ASSOCIATION.

35.6 Parking privileges presently provided for faculty

35.7 The academic calendar as approved by and subject to revision by the Board of Trustees is attached hereto and is made a part hereof. With regard to the teaching faculty, said calendar shall include one hundred fifty four (154) instructional days and nine (9) in-service days.

35.8 During all times the College is in operation, there will be an administrator or a member of the classified staff on duty who will be responsible for first aid and/or transportation of all emergency cases, such as an accident or illness. The schedule of persons responsible for such service shall be available from the switchboard operator and the name of the responsible person shall be furnished to the faculty member requesting same without delay.

ARTICLE XXXVI

DURATION OF AGREEMENT

36.1 This Agreement shall be effective for the period starting August 27, 1973 through August 25, 1974 and shall continue automatically from year to year thereafter unless either party shall serve written notice on the other of its desire to terminate, modify or amend this Agreement. Such written notice shall be served no later than one hundred and seventy-two (172) calendar days prior to the COLLEGE budget submission date so the parties may conform to the provisions of Article VIII, Act 195.

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36.2 IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and sealed the day and year first above written.

For the COLLEGE:

_____
Chairman, Board of Trustees

_____
Chairman, Negotiating Team

ATTEST:

_____
Member, Negotiating Team

For the ASSOCIATION:

_____
President

_____
Vice-President

ATTEST:

_____
Secretary

EXHIBIT A

DUES CHECK-OFF AUTHORIZATION FORM

TO THE LUZERNE COUNTY COMMUNITY COLLEGE

I hereby assign to the Luzerne County Community College Association of Higher Education (hereinafter referred to as "Association") from any wages or salary earned or to be earned by me as an employee of the Luzerne County Community College such amounts as may be uniformly established by the Association and become due to it as dues and assessments. I further authorize and direct the Luzerne County Community College to deduct said uniformly established dues and assessments from my salary and wages on a pro-rata basis during each of the pay periods during the school year.

This Authorization is to remain in effect unless cancelled in writing by me fifteen (15) days prior to the expiration date of the current Collective Bargaining Agreement. I further direct that this Authorization shall be automatically renewed for like periods during each successive Collective Bargaining Agreement unless cancelled by me in writing fifteen (15) days prior to the termination of any such successive agreement.

This Authorization is made pursuant to Section 301(18) and Section 705 of the "Public Employees Relations Act".

_____

WITNESS

_____

Dated:

by me as an employee of the Luzerne County Community College such amounts as may be uniformly established by the Association and become due to it as dues and assessments. I further authorize and direct the Luzerne County Community College to deduct said uniformly established dues and assessments from my salary and wages on a pro-rata basis during each of the pay periods during the school year.

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This Authorization is made pursuant to Section 301(18) and Section 705 of the "Public Employees Relations Act".

_____

WITNESS

_____

Dated:

EXHIBIT B

MINIMUM FACULTY RANK REQUIREMENTS

Rank	Training	Experience
Technical Assistant	Technical training appropriate to assignment	Experience in fields of specialization necessary
Instructor	Bachelor's Degree or Master's Degree	2 Years Teaching Experience Some teaching experience desirable but not required
Assistant Professor (Level 1)	Master's Degree + 10 Units	3 Years Teaching Experience
Assistant Professor (Level 2)	Master's Degree + 20 Units	3 Years Teaching Experience
Associate Professor (Level 1)	Master's Degree + 30 Units	6 Years Teaching Experience
Associate Professor (Level 2)	Master's Degree + 45 Units	6 Years Teaching Experience
Professor (Level 1)	Master's Degree + 60 Units	10 Years Teaching Experience
Professor (Level 2)	Earned Doctorate Degree	10 Years Teaching Experience

Unit

1. As used in faculty rank determination, a unit, in general, will represent one semester-hour of graduate level work appropriate to teaching assignment.

2. A unit may also represent 15 hours of on-the-job in-service classroom instruction in the relevant professional field, to a maximum of 12 units.

3. In exceptional situations, distinguished or outstanding professional on-the-job work experience relevant to the teaching assignment may be credited toward up to one-half of the unit requirements for any one of the various ranks. This provision

Instructor	Bachelor's Degree or Master's Degree	2 Years Teaching Experience Some teaching experience desirable but not required
Assistant Professor (Level 1)	Master's Degree + 10 Units	3 Years Teaching Experience
Assistant Professor (Level 2)	Master's Degree + 20 Units	3 Years Teaching Experience
Associate Professor (Level 1)	Master's Degree + 30 Units	6 Years Teaching Experience
Associate Professor (Level 2)	Master's Degree + 45 Units	6 Years Teaching Experience
Professor (Level 1)	Master's Degree + 60 Units	10 Years Teaching Experience
Professor (Level 2)	Earned Doctorate Degree	10 Years Teaching Experience

Unit

1. As used in faculty rank determination, a unit, in general, will represent one semester-hour of graduate level work appropriate to teaching assignment.

2. A unit may also represent 15 hours of on-the-job in-service classroom instruction in the relevant professional field, to a maximum of 12 units.

3. In exceptional situations, distinguished or outstanding professional on-the-job work experience relevant to the teaching assignment may be credited toward up to one-half of the unit requirements for any one of the various ranks. This variance shall only be allowed after thorough investigation and evaluation of the candidate's qualifications, including professional contributions in the field of assignment.

EXHIBIT B
(Cont.)

4. Relevance in items 1, 2, and 3 above will be determined by an evaluation committee which shall include the appropriate academic dean and department chairman in consultation with the President.

Experience

The teaching experience requirement may be fulfilled as follows:

a. 1 year of college teaching equals 1 year

b. 1 year of high school teaching in subject matter field equals ½ year, with a maximum of 4 years equivalent experience

c. 1 year of relevant on-the-job work experience equals ½ year for the first four years and 1 year for each additional year with a maximum of 4 years equivalent experience

Relevance of experience will be determined by an evaluation committee which shall include the appropriate academic dean and department chairman in consultation with the President.

ACADEMIC CALENDAR, 1973-74

(Please refer to College Catalog,

1973-74, Pages 3 and 4)